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Disclosure of Solicitation by Persons or Commercial Concerns Purporting to be Affiliated with or Part of the Sponsor's Activities

1. The Contractor covenants to make expressly known to the Contracting Officer as promptly as possible, but in no event later than twenty-four (24) hours after receipt of such knowledge, any representation by any person or commercial concern soliciting Contractor's services that purports or creates the inference that they are or have been affiliated with Sponsor's organization or any subdivision thereof where the bona fides of that person or commercial concern have not been established unequivocally by the Sponsor.

2. The term "Contractor" as used herein, means the Contractor's directors, officers and any of his managerial personnel, superintendent or other equivalent representatives who are cleared and witting of this contract and have supervision or direction of:

(i) All or substantially all of the Contractor's business; or

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract; or

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(iv) Project manager or equivalent for the technical effort subject of this contract; or

(v) Contract administrator or equivalent who has authority to entering binding agreements on behalf of the Contractor.

3. Compliance with this clause is considered to be the Contracto responsibility and an essential element of the contract. Specifically it is agreed and understood that this notification provision goes to the essence of the overall agreement between the Government and the Contractor.

4. Failure to comply with the reporting requirement established herein due to willful act, negligence, or lack of good faith of the Contractor's personnel as defined in paragraph 2 of this clause, shall be grounds for termination of this contract for default in accordance with the applicable termination or default provision of this contract except that there shall be no requirement for a cure notice.

5. Compliance with this clause is also a factor in determining the responsibility of the Contractor. It is in addition to the genera policy regarding responsibility and responsible prospective Contractor as those terms are used in DAR Section I, Part 9.

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